

**Online Auction**  
**U.S. Government Property****Commercial Building**  
**929 Stevens Street, Flint, Michigan**  
**(former Social Security Administration Building)**

Online Auction  
Opening Date January 25, 2011

The U.S. General Services Administration Invites You To Participate  
In The Online Auction Of

**Commercial Building  
929 Stevens Street  
Flint, Michigan**

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**Sale Type:** Online Auction

**Start Date:** January 25, 2011  
9:00 AM, Eastern Standard Time

**End Date:** Based on bidding

**Registration Deposit:** \$25,000

**Bid Increment:** \$10,000

**Minimum Bid:** \$100,000

**Terms:** All cash, as is. Balance  
due in sixty (60) days.

**TABLE OF CONTENTS**

Property Information.....page 3  
General Terms of Sale.....page 4  
Instructions to Bidders..... page 7  
Special Terms and Conditions..... page 12  
Bidder Registration and Bid Form ... page 14  
Certificate of Corporate Bidder..... page 15  
Electronic Funds Transfer Form..... page 16  
Site Photographs ..... page 17

**Send Bid Form & Registration Deposit to:**  
U.S. General Services Administration  
Real Property Utilization and Disposal Division  
10 Causeway Street, Room 925  
Boston, Massachusetts 02222  
Attn: Lawanda Maryland

**Inspection Opportunities:**  
By appointment only.

**For More Information:**  
Lisa A. Tangney, Realty Specialist  
(312) 886-9480 or email [lisa.tangney@gsa.gov](mailto:lisa.tangney@gsa.gov)

**Web Page**  
<http://propertydisposal.gsa.gov>  
Click on the State of MI to view property information  
**Online Auction to register and submit bids.**  
<http://www.auctionrp.com>

# Invitation for Bids (IFB)

## Property Information

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<b>Property Address</b>	929 Stevens Street, Genesee County, Flint, Michigan.
<b>Property Description</b>	The approximate 1.08 acre site contains a single-story commercial/office building constructed in 1972 with concrete block and face brick veneer. The administration/office building is approximately 12,005 square feet and contains a break room, mechanical room, perimeter offices, and several restrooms. The site includes concrete sidewalks and concrete and asphalt parking areas.
<b>Tax Parcels ID Numbers</b>	41-18-251-031-8, Genesee County, Village of Flint, Michigan
<b>Legal Description</b>	Village of Flint. Lots 2 & 4; also Lot 1 except northerly 116.5 feet; also westerly one half of Lots 3 excluding northerly 116.5 feet; also the easterly 44 feet of Lot 5; also that part of Lots 6, 7 & 8 lying westerly of the following described line: beginning at a point on the northerly line of Fifth Street, 190.5 feet, north 58 degrees 25' east from its intersection with easterly line of Stevens Street; thence north 27 degrees 54' 20" west, 164.77 feet; then north 24 degrees 58' 20" west, 165.98 feet to P.O.E. on the southerly line of Court street, Block B (alley vacated).
<b>Utilities</b>	Public sewer, water, electric, gas and telephone.
<b>Zoning</b>	D6, General and Highway Commercial Service District. See Paragraph 5, General Terms of this IFB.
<b>Easements</b>	Subject to any and all reservations, restrictions, rights, covenants, servitudes, leases, and easements, recorded and unrecorded.
<b>Environmental Information</b>	Suspect asbestos containing materials in the form of pipe elbows and associated fittings and lead-based paint are present.

# General Terms of Sale

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**1. TERM - “INVITATION FOR BIDS.”** The term “Invitation for Bids” as used herein refers to the foregoing Invitation for Bids and its Property Information; the Instruction to Bidders; the General Terms of Sale; the Special Terms and Conditions of Sale; and the Environmental and Historic Notices, if any, and any provisions of the Bid Form; all of which are attached to this Invitation for Bids and incorporated and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued prior to the time fixed in the Invitation for Bids for the opening of bids or conducting of an auction.

**2. DESCRIPTION PROVIDED.** The descriptions of the property set forth in the Invitation for Bids and any other information provided therein with respect to the property are based on information available to the U.S. General Services Administration’s Real Property Utilization and Disposal Division and are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or claim by Purchaser for allowance, refund, or deduction from the purchase price.

**3. INSPECTION.** Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. The failure of any bidder to inspect or to be fully informed as to the condition of all or any portion of the property offered will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

**4. CONDITION OF PROPERTY.** The property is offered for sale and will be sold “AS IS” and “WHERE IS” without representation, warranty, or guarantee as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and no claim(s) for any allowance or deduction upon such grounds will be considered after the bid opening or conclusion of an auction.

**5. ZONING.** Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this Invitation for Bids. Please note that any reference to zoning is included for informational purposes only and is not to be relied upon by the bidder.

**6. CONTINUING OFFERS.** Each bid received shall be deemed to be a continuing offer after the date of bid opening or conclusion of an auction for sixty (60) calendar days, unless the bid is accepted or rejected by the Government before the expiration of the sixty (60) calendar days. If the Government desires to accept any bid after the expiration of the sixty (60) calendar days, the consent of the bidder shall be obtained prior to such expiration.

**7. POSSESSION.** Possession will be granted upon conveyance of the Property.

**8. TAXES AND CLOSING COSTS.** As of the date of conveyance of the Property, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property and to prorate sums paid, or due to be paid, by the Government in lieu of taxes. All closing costs, including escrow and financing fees, shall be borne solely by the successful bidder. The Government has no knowledge of any tax amounts owed for this Property.

**9. RISK OF LOSS.** As of the date of conveyance of the Property, the successful bidder shall assume responsibility for care and handling and all risks of loss or damage to the property and shall have all obligations and liabilities of ownership.

**10. REVOCATION OF BID AND DEFAULT.** In the event of revocation of a bid after the opening of bids or conducting of an auction but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

**11. GOVERNMENT LIABILITY.** If the Bid for Purchase of Government Property is accepted by the Government (Seller) and: (1) Seller fails for any reason to perform its obligations as set forth herein; or (2) Title does not transfer or vest in the successful bidder (Purchaser) for any reason, although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon Seller shall have no further liability to Purchaser.

**12. TITLE EVIDENCE.** Any title evidence that may be desired by the successful bidder will be procured by the bidder at its sole cost and expense. The Government will, however, cooperate with the successful bidder or its authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

**13. TITLE.** If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a Quitclaim Deed or Deed Without Warranties and/or, where appropriate, a Bill of Sale in conformity with local law and practice. The Government does not pay for title insurance but the Purchaser may wish to acquire a title insurance policy from a local title company.

**14. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE.** The Government shall set a sale closing date, said date to be not later than sixty (60) calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the Government, by wire transfer, cashier's check, or certified check, the balance of the purchase price. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

**15. DELAYED CLOSING.** The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical

Release H.15” plus 1½% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

**16. DOCUMENTARY STAMPS AND COST OF RECORDING.** The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder’s own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder’s expense. A CONFORMED COPY OF THE RECORDED Quitclaim Deed must be provided to the U.S. General Services Administration, Real Property Utilization and Disposal Division, 230 South Dearborn Street, Room 3774, Chicago, Illinois 60604.

**17. CONTRACT.** The Invitation for Bids, and the bid when accepted by the Government, shall constitute an agreement for sale between the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract, or any interest therein, be transferred or assigned by the successful bidder without consent of the Government, and any assignment transaction without such consent shall be void.

**18. OFFICIALS NOT TO BENEFIT.** No member of, or delegate to the Congress, or resident commissioner, shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. U.S. General Services Administration employees are prohibited from bidding on the property offered in the Invitation for Bids.

**19. COVENANT AGAINST CONTINGENT FEES.** The successful bidder warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the successful bidder the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the successful bidder upon the contract secured or made through bona fide established commercial agencies maintained by the successful bidder for the purpose of doing business. “Bona fide established commercial agencies” has been construed to include licensed real estate brokers engaged in the business generally.



# Instructions to Bidders for Online Auction

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**1. AUCTION START DATE.** The online auction starts: January 25, 2011 at 9:00 AM, Eastern Standard Time (EST).

**2. TYPE OF SALE.** The Property will be sold by online auction conducted at the GSA's website ("Website") [www.auctionrp.com](http://www.auctionrp.com). The auction will be conducted over a period of several weeks or until the property is sold. The date for the soft close (see Paragraph 13, Call for Final Bids) will be announced on our web site: [www.auctionrp.com](http://www.auctionrp.com) with at least three (3) business days prior notice. The auction may continue beyond that date as long as bidders continue to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

**3. BIDS AND TERMS OF SALE.** Bids to purchase must be on an ALL CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

**4. MINIMUM BID.** The minimum bid is ONE HUNDRED THOUSAND Dollars (\$100,000.00). The minimum bid amount does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain market value for the Property and reserves the right to reject any and all bids.

## **5. BIDDER REGISTRATION AND DEPOSIT.**

a. Bidder registration is a three-step process:

1. Complete Online Registration: Bidders should register online at [www.auctionrp.com](http://www.auctionrp.com).

Click on "Create a new account," provide the requested account information and establish a User Identification ("ID") and Password.

A User ID and Password are used to register online and to place bids. When you register online, you will be required to assign your own User ID (limited to eight (8) characters). The required password must be at least eight (8) characters and must include: (a) one letter, (b) one number, and (c) one special character such as: ! @ # \$ % ^ & \* ( ). Since the User ID is used to publicly identify bids at [www.auctionrp.com](http://www.auctionrp.com), and for your privacy, your User ID should protect you or your company's identity. In the event you forget your User ID and/or password or are locked out from the system, it is your responsibility to contact the GSA, during normal business hours, to obtain assistance.

2. Complete Registration Form: Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" contained in this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request or you may photocopy the form in this IFB.

3. Provide Registration Deposit: A Registration Deposit in the amount of TWENTY FIVE THOUSAND Dollars (\$25,000.00) must accompany your Bidder

Registration and Bid Form for Purchase of Government Real Property. Registration Deposits must be provided in the form of a cashier's check, certified check or credit card (Visa, MasterCard, Discover, or American Express). Personal or company checks are **NOT** acceptable and will be returned to the sender. **Checks must be made payable to: "U.S. General Services Administration."**

Only upon verification of your Registration Deposit will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

b. To complete the bidder registration process, and if you are prepared to make an initial written bid, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit, to:

**U.S. General Services Administration  
Real Property Utilization and Disposal  
Division  
10 Causeway Street, Room 925  
Boston, Massachusetts 02222  
Attn: Lawanda Maryland  
Telephone: (617) 565-5700**

Completed Bidder Registration and Bid Form for Purchase of Government Real Property may also be faxed to (617) 565-5720. After your initial bid, all subsequent bids must be made online using the [www.auctionrp.com](http://www.auctionrp.com) web site.

Your initial written bid is a binding offer.

c. It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to

participate in the sale until the entire registration process is complete.

d. Registration may occur any time prior to the conclusion of the auction. However, the Government makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register as early as possible. A bid made online will supersede a written bid of an equal or lesser amount.

**6. TEN PERCENT BID DEPOSIT AND TRANSACTION CLOSING.** Within seventy-two (72) hours of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount in the form of a certified check or cashier's check, if any, which when added to the Registration Deposit, will equal at least ten percent (10%) of the amount bid. Failure to provide such bid deposit shall require rejection of the bid and forfeiture of the Registration Deposit.

Upon acceptance of a bid, the bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or wire transfer is payable within sixty (60) calendar days after acceptance of the bid. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

**7. REFUND OF REGISTRATION DEPOSITS.** Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders may elect to receive the refund by U.S. Treasury check or by an electronic transfer of funds. Bidders will be required to provide the U.S. General Services Administration with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN must be either a Social Security Number (SSN) or an Employer Identification Number (EIN). The use of an individual's SSN will



be collected only for the proper refund of the Registration Deposit.

Registration Deposits received from the two highest bidders will be held as stipulated in Paragraph 16, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds will be processed timely but may require several weeks to complete.

## **8. BIDDING IN GENERAL.**

a. Registered bidders may increase their initial written bids, or place an initial bid online by following the instructions at [www.auctionrp.com](http://www.auctionrp.com). By submitting your bid through [www.auctionrp.com](http://www.auctionrp.com), you agree that your bid is a binding offer. You will be legally obligated for your initial written bid and any and all bids submitted using your UserID and password.

b. Bids received through [www.auctionrp.com](http://www.auctionrp.com) are date and time stamped according to the Official Time. The "Official Time" is based on the date and time established by the data processing server located in the Washington D.C. metro area. This location is in the Eastern Time zone. Bids received are automatically adjusted and displayed to reflect the time zone specified for the Property in the IFB and as listed at [www.auctionrp.com](http://www.auctionrp.com). The Government will not be responsible for any discrepancies between the Official Time and the time indicated, displayed, or otherwise stated or represented by a registered bidder.

c. Bids must be submitted without contingencies.

d. Bids that are not submitted on the U.S. General Services Administration forms will be rejected.

**9. CONTINUOUS BIDDING RESULTS AND AUCTION INFORMATION.** Bidders are strongly encouraged to monitor bidding activity at: [www.auctionrp.com](http://www.auctionrp.com). New bids are immediately posted at [www.auctionrp.com](http://www.auctionrp.com) upon receipt. A bid made online will supersede a written bid of an equal or lesser amount. An initial written bid may be posted online by GSA if the written bid has not been posted online by the registered bidder and the written bid is higher than the current high bid.

If your bid is not accurately shown on the web page, then you should call the GSA at (617) 565-5700. Bidders are urged to pay close attention to the web page, which will contain new, revised and useful information regarding the high bid, modification to bid increment, and the closing date of the auction. Bidders should retain all other documents, including one copy of the Bidder Registration and Bid Form for Real Government Property for personal records.

**10. INCREASING YOUR BID.** If you learn from the web page that your bid was not the high bid, you may increase the high bid until such time as bidding is closed. Increases in previously submitted bids are welcome and the bid deposit from your first bid will apply to subsequent increased bids. Increased bids must be submitted online. Increased bids must be at least Ten Thousand Dollars (\$10,000.00) more than the previous high bid in order to be considered.

**The Government reserves the right to modify the minimum bid increment at any time prior to the close of the sale.** To increase a previously submitted initial written bid, bidders must bid online at [www.auctionrp.com](http://www.auctionrp.com).

**11. AUCTION SUSPENSION OR CANCELLATION.** The Government reserves the right to temporarily suspend or stop the auction for any reason without award and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding and allow the auction to proceed according to the bidding terms described herein. The

Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

**12. CALL FOR FINAL BIDS (“Soft Close Date”):** Once bidding slows down, a date will be set for the receipt of final bids. That date, referred to as the “soft close date” will be announced on [www.auctionrp.com](http://www.auctionrp.com) web page. On that date, commencing at 9:00 a.m., Eastern Time, if no increased bid is received by 3:00 p.m., Eastern Time, then bidding will close at 3:00 p.m., Eastern Time, and consideration will be given to selling the property to the high bidder. If an increased bid is received on a timely basis, then bidding will be continued over until the next business day on the same terms. Eventually, no one will outbid the high bidder and bidding will close at 3:00 p.m., Eastern Time, on that day. There is no advantage to waiting until the last minute to bid.

**13. BID EXECUTED ON BEHALF OF BIDDER.**

- a. A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.
- b. If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The Certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
- c. If the bidder is a partnership, and all partners sign the bid with a notation that they are all general partners, the Government will not

ordinarily require any further proof of the existence of the partnership. If all partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

- d. If the bidder is a Limited Liability Corporation (LLC), a Certificate of the LLC must be completed and executed by the manager.

**14. WAIVER OF INFORMALITIES OR IRREGULARITIES.** The Government may, at its election, waive any minor informality or irregularity in bids received.

**15. BACKUP BIDDER.** The second highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder may then be considered for award. The backup bidder’s deposit will be retained, without interest, until the first high bidder has increased their initial bid deposit to the required 10% of the purchase price. Subsequently, the bid deposit of the second high bidder will be returned. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

**16. ACCEPTABLE BID.** An acceptable bid is one received from a responsible bidder, whose bid, conforming to this Invitation for Bids, will be most advantageous to the Government, price and other factors considered.

**17. NOTICE OF ACCEPTANCE OR REJECTION.** Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the

Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any and all bids or portions thereof.

**18. ADDITIONAL INFORMATION.** The U.S. General Services Administration issuing office at the address given in this Invitation for Bids will,

upon request, provide additional copies of this Invitation for Bids and answer requests for additional available information concerning the property offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this Invitation for Bids.

# Special Terms and Conditions

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**1. METHOD OF SALE.** This property will be sold by online auction. The bid that offers the greatest return to the Government may be accepted. Please refer to Instructions to Bidders for Online Auction beginning on Page 7 of this IFB.

**2. NOTICE OF THE PRESENCE OF ASBESTOS—WARNING!** The Quitclaim Deed by which the property will be conveyed will include language similar to the following:

a. The Purchaser is warned that the property offered for sale may contain asbestos-containing materials. Unprotected or unregulated exposures to asbestos in product manufacturing, shipyard, and building construction workplaces have been associated with asbestos-related diseases. Both the U.S. Occupational Safety and Health Administration (the “OSHA”) and the Environmental Protection Agency (the “EPA”) regulate asbestos because of the potential hazards associated with exposure to airborne asbestos fibers. Both OSHA and EPA have determined that such exposure increases the risk of asbestos-related diseases, which include certain cancers and which can result in disability or death.

b. Bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. More particularly, bidders are invited, urged and cautioned to inspect the property as to its asbestos content and condition and any hazardous or environmental conditions relating thereto. The disposal agency will assist bidders in obtaining any authorization(s) that may be required in order to carry out any such inspection(s). Bidders shall be deemed to have relied solely on their own judgment in assessing the overall condition of all or any portion of the

property including, without limitation, any asbestos hazards or concerns.

c. No warranties, either express or implied, are given with regard to the condition of the property including, without limitation, whether the property does or does not contain asbestos or is or is not safe for a particular purpose. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after its opening.

d. The description of the property set forth in the Invitation for Bids and any other information provided therein with respect to said property is based on the best information available to the disposal agency and is believed to be correct, but any error or omission, including, but not limited to, the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall not constitute grounds or reason for nonperformance of the contract of sale, or any claim by the Purchaser against the Government including, without limitation, any claim for allowance, refund, or deduction from the purchase price.

e. The Government assumes no liability for damages for personal injury, illness, disability, or death, to the Purchaser, or to the Purchaser’s successors, assigns, employees, invitees, or any other person subject to Purchaser’s control or direction, or to any other person, including members of the general public, arising from or incident to the purchase, transportation, removal, handling, use, disposition, or other activity causing or leading to contact of any kind whatsoever with asbestos on the property that is

the subject of this sale, whether the Purchaser, its successors or assigns has or have properly warned or failed properly to warn the individual(s) injured.

f. The Purchaser further agrees that, in its use and occupancy of the property, it will comply with all Federal, state, and local laws relating to asbestos.

**3. NOTICE OF LEAD BASED PAINT FOR NON-RESIDENTIAL REAL PROPERTY CONSTRUCTED PRIOR TO 1978.**

The Quitclaim Deed by which the property will be conveyed will include the following language: Every purchaser of any interest in real property on which a building was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspections for possible lead-based paint hazards is recommended prior to converting the property to a residential dwelling.

**4. NAVIGABLE AIRSPACE.** The Quitclaim Deed by which the property will be conveyed will include the following language: Based upon coordination between the General Services Administration and the Federal Aviation Administration ("FAA") as recommended in House Report Number 95-1053 entitled "FAA

Determination of 'No Hazard' for Structures Near Airports," it has been determined that a public airport is located within six nautical miles of the property. To the extent required by law, the Grantee, its successors and assigns must comply with Title 14, Code of Federal Regulations, Part 77, "Objects Affecting Navigable Airspace," or the Federal Aviation Act of 1958, as amended. This restriction shall run with the property.

**5. EASEMENTS.** The property will be conveyed subject to any and all existing reservations, easements, restrictions, and rights, recorded and unrecorded, for private and public roads, highways, streets, pipelines, railroads, utilities, water lines, sewer mains and lines, storm sewers and drains, and other rights-of-way, including, but not limited to, any specific easements, restrictions, rights, or covenants set forth above.

**6. REJECTION.** The Government reserves the right to reject any and all bids.

**7. SELLER'S DEFAULT.** If a bid is accepted and Seller fails for any reason to perform its obligations as set forth herein, or title to the property does not transfer and vest in the Purchaser for reasons outside the Purchaser's control, Seller shall promptly refund to Purchaser all amounts paid by Purchaser, without interest, whereupon Seller shall have no further liability to Purchaser.

**8. LIABILITY.** With respect to any claim against the Government, the extreme measure of the Government's liability shall not, in any event, exceed refund of the purchase price or such portion thereof as the Government may have received.

## BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT REAL PROPERTY

**Commercial Building**  
**929 Stevens Street, Flint, Michigan**  
**REGISTRATION DEPOSIT: \$ \_\_\_\_\_ .00**

**BID AMOUNT: \$ \_\_\_\_\_ .00**

**USER ID: \_\_\_\_\_**

**Bidder Information:** Please print or type legibly.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_ @ \_\_\_\_\_

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Page 16, Paragraph 13, Bid Executed on Behalf of Bidder for instructions:

- ☐ An individual \_\_\_\_\_
- ☐ A partnership consisting of \_\_\_\_\_
- ☐ A limited liability partnership consisting of \_\_\_\_\_
- ☐ A corporation, incorporated in the State of \_\_\_\_\_
- ☐ A limited liability company \_\_\_\_\_
- ☐ A trustee, acting for \_\_\_\_\_
- ☐ Other \_\_\_\_\_

**Registration Deposit (check one):**

☐ By certified or cashier's check made payable to the **U.S. General Services Administration**  
TIN or SS# \_\_\_\_\_ (please provide to expedite refund)

☐ By Credit Card: \_\_\_\_\_ Exp: \_\_\_\_/\_\_\_\_ CSC/CVC \_\_\_\_\_

☐ American Express

☐ Discover

☐ MasterCard

☐ Visa

Name of Bidder as it appears on credit card \_\_\_\_\_

**Certification and Authorization**

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for the bid price entered above or for increased bids placed online by the undersigned, if this bid is accepted by the Government within sixty (60) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. 1PZC-11-004 including its Property Description, General Terms of Sale, Instructions to Bidders, Special Terms of Sale, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at [www.auctionrp.com](http://www.auctionrp.com). If a bidder is providing the Registration Deposit by credit card, the bidder must be the authorized cardholder and agrees that his or her credit card account will be debited the full amount of the Registration Deposit, as specified in the IFB. In the event that bidder becomes the Purchaser, the Registration Deposit will be applied towards the purchase price for the Property. In the event the bidder is not the Purchaser, the Registration Deposit will be refunded to the bidder as specified in the IFB. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected to only register a bidder for the sale of Government property and to provide a proper refund of the Registration Deposit.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Send Registration Form with Registration Deposit to:**

U.S. General Services Administration  
Office of Real Property Utilization and Disposal (1PZ)  
10 Causeway Street, Room 925, Attn: Lawanda Maryland

FAX: (617)565-5720 (if deposit by credit card)



## CERTIFICATE OF CORPORATE BIDDER

For use with Bidder Registration and Bid Form for Purchase of Government Property

I, \_\_\_\_\_, certify that I am \_\_\_\_\_  
(Secretary or other official title)  
of the Corporation (or LLC) named as bidder herein; that \_\_\_\_\_,  
(Name of Authorized Representation)  
who signed this Bid for Purchase of Government Property on behalf of the bidder, was then  
\_\_\_\_\_ of said Corporation (or LLC); that said bid was  
duly signed for and on behalf of said Corporation (or LLC) by authority of its governing body and is within the  
scope of its corporate powers.

\_\_\_\_\_  
(Signature of Certifying Officer)

(Corporate Seal Here)

## ELECTRONIC FUNDS TRANSFER (EFT) ENROLLMENT FORM

Use this form to enroll in Direct Deposit of your federal payment from the

Privacy Act Statement Collection of this information is authorized by 31 U.S.C. 3332(g), 3325(d) and 7701(c). The information will be used by the Government to make payments by EFT to a vendor. This information may also be used for income reporting and for collecting and reporting on any delinquent amounts arising out of a vendor's relationship with the Government. Disclosure of the information by the vendor is mandatory. Failure to provide the requested information may result in the delay or withholding of payment to the vendor.

### U.S. General Services Administration

Company/Payee Name					
Address					
City		State		Zip	
Taxpayer ID Number (TIN)					

Financial Institution Name					
Financial Institution Phone Number		(     )			
Financial Institution Routing Transit Number (RTN)					
Depositor Account Title					
Depositor Account Number					
Account Type	<input type="checkbox"/> Checking		<input type="checkbox"/> Savings		
Company/Payee Contact Person					
Phone	(     )				
<b>MUST HAVE SIGNATURE</b> Company/Payee Authorized Signature					

**FAX to GSA Real Property Utilization and Disposal at (617) 565-5720**

**FAX to Real Property Utilization and Disposal Finance at (816) 823-5507**



**Interior office space 1\***



**Interior office space 2\***

\* Office furniture and other personal property not included in this sale.





**Interior office space 3\***



**Roof 1**

\*Office furniture and other personal property not included in this sale.